

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SCOPE

WAGE DETERMINATION NO. 94-2339 (REV. 25), DATED 23 MAY 2005, ISSUED BY THE DEPARTMENT OF LABOR, IS ATTACHED AT THE END OF THE CONTRACT CLAUSES

ANY RESULTANT PURCHASE ORDER WILL BE SUBJECT TO THE ATTACHED CONTRACT CLAUSES

NOTE CLAUSE NO. 252.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION". AN AWARD CANNOT BE MADE TO A CONTRACTOR WHO IS NOT REGISTERED. INFORMATION ON HOW TO REGISTER IS INCLUDED IN THE BID PACKAGE. REGISTRATION CAN BE DONE VIA THE INTERNET AT <http://www.ccr.gov> OR BY TELEPHONE AT 1-888-227-2423.

NOTE A QUOTATION MUST BE ENTERED FOR THE OPTION YEAR AS WELL AS THE BASE YEAR. FAILURE TO DO SO MAY RESULT IN YOUR QUOTATION NOT BEING CONSIDERED FOR AWARD. (SEE CLAUSE NO. 52.217-5)

NOTE PARAGRAPH 16.0 OF THE STATEMENT OF WORK, "EVALUATION FACTORS FOR AWARD"

GOVERNMENT POINTS OF CONTACT:

TECHNICAL: HEATHER SULLIVAN (978) 318-8543

SITE VISIT: VINCENT RAVGIALA (978) 796-2052

ADMINISTRATIVE: NORMAN KRAUSE (978) 318-8833

QUOTATIONS MAY BE FAXED TO (978) 318-8207

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

LONDONDERRY HVAC MAINT
FFP

FURNISH ALL PLANT, LABOR, TRANSPORTATION, MATERIALS,
EQUIPMENT, APPLIANCES AND TOOLS NECESSARY FOR THE
INSPECTION, MAINTENANCE AND REPAIR OR REPLACEMENT OF ALL
COMPONENTS RELATED TO THE HEATING, VENTILATING AND AIR
CONDITIONING SYSTEMS AND ASSOCIATED CONTROL SYSTEMS AT THE
U.S. ARMY RESERVE CENTER (USARC), 64 HARVEY ROAD,
LONDONDERRY, NEW HAMPSHIRE IN ACCORDANCE WITH THE
ATTACHED SCOPE OF WORK (SEE SECTION C)

PERIOD OF PERFORMANCE: ON OR ABOUT 15 AUGUST 2005 THROUGH
14 AUGUST 2006

NOTE: LINE ITEM NO. 0002 IS FOR THE OPTION YEAR

AT THE OPTION OF THE GOVERNMENT, THE ABOVE SERVICES MAY BE
REQUIRED FOR ONE (1) ADDITIONAL YEAR

THE FOLLOWING PRICING SHALL APPLY SHOULD THE OPTION FOR THE
ADDITIONAL YEAR BE EXERCISED (SEE CLAUSE NO. 52.217-9)
PURCHASE REQUEST NUMBER: W13G86-5159-6097

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION 1 (2006-2007) FFP CONTINUE THE PERFORMANCE FOR ONE (1) ADDITIONAL YEAR IMMEDIATELY ON THE COMPLETION OF THE BASE YEAR PERIOD OF PERFORMANCE: 15 AUGUST 2006 THROUGH 14 AUGUST 2007	1	Lump Sum		

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

SCOPE OF WORK

HVAC SYSTEM INSPECTION,
SERVICE, AND REPAIR
LONDONDERRY OMS
LONDONDERRY, NH

1. Statement of Work

1.1 The work covered by this specification consists of furnishing all plant, labor, transportation, materials, equipment, appliances and tools to perform all operations for the inspection, maintenance and repair or replacement of all components related to the heating, ventilating and air conditioning systems and associated control systems at the USARC, 64 Harvey Road, Londonderry, NH. A listing of the major components included in the HVAC System is attached. It is recommended that the Contractor visit the site before submitting a bid on the contract. The contract shall include monthly site visits to perform routine inspection and maintenance on all systems and controls, beginning of season start up and end of season shutdown operations for both heating and air conditioning systems, and emergency site visits.

1.2 The Contractor shall be responsible for quality control of all HVAC maintenance functions. A quality control plan shall be submitted to Vincent Ravgiala, 94th RRC, prior to the commencement of the contract. The plan shall include, as a minimum, the Contractor's schedule of work, a performance checklist, and the name of the person(s) who will administer the plan.

1.3 The performance checklist shall be completed after each service call. The Regional Facility Manager shall verify the work has been performed satisfactorily by signing the checklist. The Contractor and the Regional Facility Manager shall each retain a copy of the checklist.

2. Applicable Specifications

2.1 The following standards and codes and any revision or amendments thereto in effect on the date of this award shall form a part of these specifications and will be observed in the operation of the maintenance and repairs of the systems involved.

- Applicable State Hazardous Waste Regulations
- Environmental Protection Agency (EPA) 40 CFR 262, "Standards Applicable to Generators of Hazardous Waste"
- EPA Regulation 40 CFR 261, "Identification and Listing of Hazardous Waste"
- EPA Regulation 40 CFR 268, "Land Disposal Restrictions"
- Department of Labor Regulation 29 CFR 1919.1200, "Hazard Communication"
- Department of Transportation Regulations 49 CFR 8171 thru 177, "Hazardous Waste Regulations"
- Army Regulation 200-1, Environmental Quality: Environmental Protection and Enhancement
- USARC Spill Prevention, Control and Countermeasure Plan (SPCCP)
- US Department of Commerce Commercial Standards CS-75-76, Automatic Mechanical Draft Oil Burners Designed for Domestic Installation
- National Fire Protection Standards pamphlet Number 31, Oil Burning Equipment

3. Work Hours for Scheduled Maintenance

3.1 Normal work hours are from 8:00 a.m. through 4:00 p.m., Monday through Friday. Contractor shall not be permitted to perform scheduled maintenance on Saturday, Sunday or legal holidays unless otherwise authorized by the Regional Facility Manager. The following legal holidays are observed:

- New Year's Day – January 1st
- Martin Luther King Day – Third Monday in January
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – First Monday in September
- Columbus Day – Second Monday of October
- Veteran's Day – November 11th
- Thanksgiving Day – Fourth Thursday of November
- Christmas Day – December 25th

4. Record of Service Calls

4.1 The Contractor shall complete, in triplicate, a service order for each monthly and emergency visit that is made to the site. One copy shall be left at the site to provide a record of the services performed, one copy forwarded with the monthly invoices for payment and one copy to be retained by the Contractor. The service order shall contain the following: Location or site, date of service, time of arrival, time of departure, total time, work performed and comments, job completed, parts used and description, signature of representative at site and signature of serviceman. Emergency service calls shall include the name of the person making the call.

5. Liability

5.1 The Contractor shall be held liable for damage to equipment and parts that are damaged through negligence or faulty maintenance by the Contractor's personnel.

6. Heating

6.1 Heating season service, maintenance and repair shall commence on 15 September and continue monthly through 15 May. The Contractor shall develop and submit for approval a monthly maintenance schedule based on the individual equipment maintenance requirements laid out in the HVAC Operations and Maintenance manual. The monthly service shall include inspection, maintenance and repair to all system components to insure that the heating system is running properly.

6.1.1 Monthly service shall include inspection, maintenance and repair of all associated controls to keep control systems in proper operating conditions. Temperature control devices shall be set to guidelines as provided by the Londonderry Facility Director.

6.2 One month (August) before the start of heating season the Contractor shall run a performance test of the heating system to insure that the system is in proper working order. All system deficiencies shall be identified and corrected before the start of the heating season.

6.3 At the end of the heating season (June) the Contractor shall perform an annual overhaul and cleaning of the heating system. All yearly maintenance as recommended by the O&M manuals shall be performed at this time.

6.4 Testing of Safety Controls and Safety Valves

6.4.1 When boilers are being placed in service or restored to service after repairs to control circuits or safety devices an operator or other qualified personnel shall be in constant attendance until controls have functioned through several cycles and equipment has been fully placed in service.

6.4.2 An operational test shall be made of the safety valves when boilers are started up during the August heating system performance test by raising the pressure on the boilers and determining the relieving pressure. Valves which do not pop within two (2) pounds of set pressure as indicated by ASMP stamping on valve shall be reset, repaired or replaced. A written report on the above test indicating relieving pressure, date of test and name of person performing the test shall be forwarded to the 94th RRC within 15 days after completion of tests.

6.4.3 All safety valves shall be tested during the month of February by lifting levers while the boilers are in service. A written report shall be submitted to the 94th RRC indicating date of test and name of person performing test within 15 days after completion of tests.

6.4.4 A written report shall be submitted at the completion of the June overhaul to 94th RRC, and shall include the following tests:

- Oil pressure at pump
- Percentage of CO₂ and flue gas
- Inches of draft over the fire and at breeching of chimney
- Flue gas temperatures

7. Air Conditioning

7.1 Air conditioning service, maintenance and repair shall commence on 15 May and continue monthly through 15 September. The Contractor shall develop a monthly maintenance schedule based on the individual equipment maintenance requirements laid out in the O&M manual. The monthly service shall include inspection, maintenance and repair to ensure that the entire air conditioning system is running properly.

7.1.1 Monthly service shall include inspection, maintenance and repair of all associated controls to keep control systems in proper operating conditions. Temperature control devices shall be set to guidelines as provided by the Londonderry Facility Director.

7.2 One month (May) before the start of the cooling season the Contractor shall run a performance test of the air conditioning system to insure that the system is in proper working order. All system deficiencies shall be identified and corrected before the start of the air conditioning season.

7.3 At the end of the cooling season, October, the Contractor shall overhaul and winterize the air conditioning system. All yearly maintenance as recommended by the O&M manuals shall be performed at this time.

8. Replacement of Parts

8.1 The Contractor shall provide all tools and equipment used to perform all necessary maintenance and repairs at no additional cost to the Government. The Contractor shall repair or replace and adjust all parts of the HVAC system. The Government shall reimburse the Contractor for all parts permanently installed in the equipment if the unit price of the part exceeds \$250. The Contractor shall provide replacement parts with a unit price of \$250 or less at no additional cost to the Government. Any repair part with a unit cost in excess of \$250 shall be authorized by the Regional Facility Manager. Replacement parts shall be defined as those that are permanently installed in the equipment. The Contractor shall provide a receipt for all parts replaced over \$250 and

submit a separate invoice for those parts along with the monthly invoice for payment. The receipt shall indicate the name of the part(s), the part number and the manufacturer.

8.2 The old part(s) shall be shown to the Regional Facility Manager before disposal, unless the old part is turned in for credit in purchasing the replacement part. The Government shall receive full credit for any turn-in of part(s), which shall be clearly annotated on the separate parts invoice. The Contractor shall warrant that prices charged are in strict accordance with list price minus the allowable discount. The Government reserves the right to purchase parts from other sources.

8.3 Control equipment, heating, air conditioning and ventilating systems and devices are shown on drawings available for inspection at the 94th RRC HQ offices in Devens MA. There shall be no interchangeable parts unless replacement part(s) is equal to or better than original equipment and is a product of a reputable manufacturer whose product has a proven service record of at least two years.

9. Emergency Service

9.1 The Contractor shall maintain adequate service on a twenty-four (24) hour, seven (7) day a week basis, in order to respond to emergency service calls within four (4) hours or less upon notification that service is required, to preclude damage to the building and other equipment therein, and to assure a minimum of discomfort to the building occupants. The name, address and phone number of the person to be contacted in case of an emergency shall be provided by the Contractor. This information shall be affixed to the door of the boiler/mechanical equipment room.

10. Clean Up

10.1 Contractor shall maintain the boiler room area in a clean and orderly fashion. All rubbish, dirt and debris from any repair work shall be removed from the site at the completion of service.

11. Procedures for Contractors Generating Hazardous Waste

11.1 Hazardous waste may be generated as the result of this contract. A hazardous waste is any material that is no longer suitable for its intended purpose, or is discarded or abandoned, which poses a hazard to health or the environment. Such wastes include but are not limited to those, which are toxic, corrosive, ignitable, reactive or otherwise, listed in CFR 261, and applicable State laws and regulations referenced herein.

11.2 Under no circumstances is hazardous waste to be transported onto United States Army Property.

11.3 Less hazardous or non-hazardous materials shall be substituted for hazardous materials, unless specifically required elsewhere in this contract. Where hazardous materials are needed, users shall adhere to all applicable Federal, OSHA and State regulations regarding the management and handling of hazardous materials. In the absence of regulations users shall apply the best available technology or management in the use, handling and disposal of hazardous materials.

11.4 Contractor shall submit Material Safety Data Sheets (5 copies) for all hazardous materials to be used in this contract.

11.5 Any release of oil, a hazardous waste or a hazardous material at sites supported by the 94th Regional Readiness Command shall be immediately reported to the Devens Fire Department at (508) 796-2117 and the Environmental Management Office (EMO) at (508) 796-2393 during normal work hours. This clause does not relieve the Contractor of reporting requirements including State and Federal laws (EPA or State DEP)

11.6 Any hazardous waste released into the environment as a result of the Contractor's work shall be the sole responsibility of the Contractor and shall be cleaned up at no expense to the Government. All refrigerants/CFC's shall be reclaimed. Any system suspected of leaking Freon shall be reported to EMO. Any release shall be cleaned up to the standards set forth in 40 CFR 260 et. Seq. Neither the need to comply with this provision nor any cost or delays caused by failure to comply with applicable environmental laws will be the basis for an extension of time for task or contract completion, and equitable price adjustment, or the relaxing of any contract requirements.

The Contractor shall submit a Laboratory Analysis Plan for Waste Analysis to the Devens EMO for approval prior to contract initiation. The Contractor shall have waste analyzed by an independent laboratory certified by the State to properly characterize waste streams to identify hazardous constituents (reference 40 CFR 262.11 and 40 CFR 261), non hazardous wastes and to comply with land disposal restrictions (reference 40 CFR 269 et. seq) in accordance with applicable Federal and State regulations. A representative from the EMO shall be present when lab samples are taken by the Contractor. Split samples with chain of custody form shall be given to an EMO representative for every sample taken. Results in laboratory analysis must be provided in writing to the Regional Facility Manager prior to shipment or transportation. Specifically, the laboratory report shall include:

- Proof of laboratory certification
- Analysis of results
- Laboratory limits of detection for each test done
- Test(s) run and test method(s) used
- Verification of Quality Assurance/Quality Control procedure
- Sample container type
- Date sampled
- Date analyzed

12. Type of Tests

12.1 Unless specifically approved by the Devens Environmental Management Officer or his approved representative, waste streams shall be analyzed for, but not limited to the following:

- TCLP (Toxicity Characteristic Leaching Procedure) followed by testing for all constituents listed in Table 1 of 40 CFR 261.24
- PCB's
- VOC (Volatile Organic Compounds) and Semi-VOC (Semi-Organic Volatile Compounds)
- Flash Point
- PH

12.2 The waste characterization information must be used to complete the EPA form 8700-22 (Uniform Hazardous Waste Manifest), associated land disposal certifications and other forms required by the disposal facility selected by the Contractor.

12.3 The Contractor shall containerize, label, handle and store all hazardous waste generated in accordance with State and Federal Regulations, reference 40 CFR 262, 49 CFR 171 thru 177, and 310 CMR 30.300. Hazardous waste must be stored in a container provided and EMO approved hazardous waste accumulation area. The Contractor is responsible for proper handling and disposal of all waste generated due to Contractor negligence at no additional cost to the Government.

12.4 Hazardous waste generated at 94th Regional Readiness Command supported sites will be disposed of through the use of EPA Form 8700-22 (or required State equivalent), using a licensed waste hauler and transported to a licensed hazardous waste Treatment, Storage and Disposal Facility (TSDF). Information regarding manifests for shipment of hazardous wastes must be presented to the EMO, telephone # (508) 796-2393, or faxed (508) 796-3699, at least three (3) work days prior to transportation, to verify laboratory results. The actual manifest

must be signed by an authorized representative of the EMO. The appointment for obtaining the Government signature for the completed manifest should be coordinated with the EMO at least three days prior to shipment.

12.5 All hazardous waste must be disposed of or recycled by the Contractor at a licensed Treatment, Storage and Disposal Facility (TSDF) and transported using a transporter licensed to transport hazardous waste. Documentation must be provided to prove that the TSDF is permitted for the waste being generated.

12.6 Contractor shall provide Certificate of Disposal to the Regional Facility Manager to prove that rubbish and debris were disposed of at a legal dumpsite.

13.0 OPTIONS: If the government chooses to exercise the option listed below, a contract modification will be issued prior to the expiration of the base year.

13.1. Option 1: Continue the performance period for additional year starting immediately upon the completion of the Base Contract. The total cost of this option will be based on the Option 1 year rates as part of a lump sum award. All contract requirements within the Base Contract herein apply in under this option.

14.0 SCHEDULE: The contractor shall start this work within 15-days from the notice to proceed.

14.1. The total performance period shall be twelve (12) months.

14.2. The anticipated start for this contract date is on or about 15 August 2005.

15.0 PROPOSAL REQUIREMENTS:

15.1. The contractor is to submit a résumé showing all work performed that encompasses similar work to that required herein. Additionally, a résumé shall be submitted for all personnel schedule to perform work under this contract. These résumés shall include a list of references, business and individuals, that have first hand knowledge of work performance.

15.2. The contractor is to be aware of the requirements shown in section 16.0, EVALUATION FACTORS FOR AWARD. The contractor is solely responsible to provide all information needed therein supporting his qualifications and can successfully execute this contract.

15.2. The contractor's Lump Sum Proposal shall be provided in a spreadsheet format showing all costs and including all labor, overhead, administrative and profit rates.

15.3. The contractor is to provide a separate spreadsheet breakdown for each option. These option spreadsheets shall show all costs by tasks and including all labor, overhead, administrative and profit rates.

15.4. The contractor shall return the completed proposal no later then fifteen (15) days from the date on the request for proposal. It shall be returned to:

Contracting Division

U. S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742-2751

16.0 EVALUATION FACTORS FOR AWARD:

16.1 SOURCE SELECTION: All offers received in response to this solicitation will be evaluated in accordance with source selection procedures delineated below. The principal objective of this process is to make a contract award to the responsible Offeror whose proposal is determined by the Source Selection Authority (SSA) to be overall Best Value to the Government, price and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

- a. The source selection procedures will begin with an initial review of proposals and continue with a technical and cost evaluation conducted by the Source Selection Evaluation Board (SSEB). The Proposals will be evaluated based solely on the evaluation criteria identified in paragraph 16.5 below. The SSEB will either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication. The Government intends to award without discussions. If appropriate, the SSEB will apply the tradeoff process in the Best Value Continuum.
- b. The Government will award the contract resulting from this solicitation to the firm selected in accordance with the procedures described earlier in this paragraph. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.
- c. One contract will be awarded from this solicitation.

16.2. BASIS FOR AWARD: The Government intends to make award to the responsible offeror, without discussions, whose proposal conforms to the solicitation and is determined to be the Best Value to the Government in accordance with the following relationship between price/cost and technical merit. The technical evaluation factors, when combined, are significantly more important than cost or price (see Relative Weight of Evaluation Criteria below). The Government is more concerned with obtaining superior technical, management, quality, and/or past performance features than with making an award at the lowest overall price/cost to the Government.

16.3. PAST PERFORMANCE/QUALITY AND EXPERIENCE

- a. In the course of evaluating offerors' proposals, the SSEB may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offerors overall past performance.
- b. At no time during this process, nor during the debriefing, nor after award, will the names of individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.
- c. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.
- d. During the evaluation, the following facts will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

- e. During the ranking process, the SSEB may also consider past performance information in evaluating overall risk associated with a particular offeror.

16.4. PROJECT PRICING DATA EVALUATION

The proposal submitted in response to this solicitation will not be point scored but will be subjectively evaluated to determine reasonableness, the adequacy and value of the cost data, whether the costs are realistic for the work to be performed, whether the costs reflect the offeror's understanding of the requirements, and whether the costs are consistent with the technical proposal. The subjectively evaluated cost information will be used along with the point -scored technical portions of the proposal to make selection for award. Since the evaluation of the cost proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, or noncurrent cost proposal information pricing data.

16.5. EVALUATION FACTORS

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in descending order of importance, with cost being less important than technical.

FACTOR 1 – TECHNICAL SUPPORT

Familiarity with the type of HVAC System installed at Londonderry
Technician Certifications

FACTOR 2 – PAST PERFORMANCE

Company Experience Maintaining Similar Systems

FACTOR 3 – COST

Cost will be evaluated based on the Base Proposal and the Optional Items.

17. REFERENCES:

The following are a list of references that the contractor may use evaluating his own capabilities to satisfy the requirements of this contract. Providing this information by the Government does not relieve the contractor from having to secure his own evaluation reference information and determining his true capabilities for successfully completing the requirements herein.

Londonderry USARC Maintenance Manuals – Available for review at the Corps of Engineers, Contracting Office at 696 Virginia Road, Concord, MA

To visit the Londonderry USARC, contact Vincent Ravgiala at (978) 796-2052.

**ARMED FORCES RESERVE CENTER
LONDONDERRY, NH**

OPERATION & MAINTENANCE MANUAL

VOLUME #1

- | | |
|---|--|
| 1. HEAT TRACER
THERMON
(15510) | POWER SPECIALTIES
34 SCANLON DRIVE
RANDOLPH, MA 02368
JAKE CARR (781) 963-8910 |
| 2. PUMPS & ACCESSORIES
TACO
(15540) (15556) | EMERSON-SWAN
300 POND STREET
RANDOLPH, MA 02368
JIM DARRAGH (781) 986-2000 |
| 3. CHEMICAL TREATMENT
NEPTUNE & LMI
(15545) | N.E. SYSTEMS & SUPPLY
34 BARSTON STREET
MATTAPoisETT, MA 02739
ED RUEL (508) 758-3618 |
| 4. BOILER / BOILER FEED
SMITH
SKIDMORE
(15569) | ELLSWORTH SUPPLY
P.O. BOX E
DORCHESTER, MA 02122
JIM HARDING (617) 825-5522 |
| | EMERSON-SWAN
300POND STREET
RANDOLPH, MA 02368
JIM DARRAGH (781) 986-2000 |
| 5. MAKE-UP AIR SYSTEMS
HASTING
(15623,15624,15625,15671) | NELSON SCRIBNER ASSOC.
183 STATE RTE. 125-UNIT 5
BRENTWOOD, NH 03833
MIKE BOGNASKI
(603) 642-4047 |

**ARMED FORCES RESERVE CENTER
LONDONDERRY, NH**

OPERATION & MAINTENANCE MANUAL

VOLUME#2

- | | |
|--|--|
| 6. CHILLERS
YORK
(15684) | YORK INTERNATIONAL
1400 L PROVIDENCE HIGHWAY
NORWOOD, MA 02062
MARK DAKIRI (781) 769-7955 |
| 7. COOLING TOWER
BAC
(15712) | EMERSON-SWAN
300 POND STREET
RANDOLPH, MA 02368
JIM DARRAGH (781) 986-2000 |
| 8. UNIT HEATERS
STERLING
(15835) | CONCORD EQUIPMENT
1560 TRAPELO ROAD
WALTHAM, MA 02451
(781) 487-9595 |
| 9. VARIABLE FREQUENCY DRIVES
ABB
YORK
(15850) | APA
P.O. BOX 682
RANDOLPH, MA 02368
STEVE ROKOSZ (781) 986-5900

YORK INTERNATIONAL
1400 L PROVIDENCE HIGHWAY
NORWOOD, MA 02062
MARK DAKIRI (781) 769-7955 |
| 10. AIR HANDLER UNITS
YORK
(15855) | YORK INTERNATIONAL
1400 L PROVIDENCE HIGHWAY
NORWOOD, MA 02062
MARK DAKIRI (781) 769-7955 |
| 11. FANS
LOREN COOK
(15870,15860,15865) | APA
P.O. BOX 682
RANDOLPH, MA 02368
STEVE ROKOSZ (781) 986-5900 |

**ARMED FORCES RESERVE CENTER
LONDONDERRY, NH**

OPERATION & MAINTENANCE MANUAL

VOLUME #3

- | | |
|---|---|
| 12. DEHUMIDIFIER
HI-EDRY
(15855) | EMERSON-SWAN
300 POND STREET
RANDOLPH, MA 02368
JIM DARRAGH (781) 986-2000 |
| 13. HUMIDIFIER
DRI STEAM
(15855) | EMERSON-SWAN
300 POND STREET
RANDOLPH, MA 02368
JIM DARRAGH (781) 986-2000 |
| 14. DAMPERS
RUSKIN
(15910) | AIR ENGINEERING / FILTERS
3 LOPEZ ROAD
WILMINGTON, MA 01887
ROBERT COUTURE, JR. (508) 988-2000 |
| 15. VAV BOXES
TITUS
(15930) | L.F. LUCHNER
75 YORK AVENUE
RANDOLPH, MA 02368
BRUCE LUCHNER (781) 986-1700 |
| 16. KITCHEN HOODS
GREENHECK
(15940) | BUCKLEY ASSOCIATES
385 KING STREET
HANOVER, MA 02339
WALTER HOLYOKE (781) 878-5000 |
| 17. CONTROL
C.C.I.
(15950) | HOWES CORP.
721 HAVERHILL STREET
READING, MA 01867
RUSS HOWES (781) 944-2511 |
| 18. VEHICLE EXHAUST SYSTEM
CAR-MON
(15960) | REGAN ASSOCIATES
17 CYNTHIA ROAD
CANTON, MA 02021
ROBERT REGAN (781) 828-7888 |

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	14-AUG-2006	1	MILITARY PROJECT MGMT BRANCH 696 VIRGINIA ROAD CONCORD MA 01742-2751 FOB: Destination	E6H0200
0002	POP 15-AUG-2006 TO 14-AUG-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E6H0200

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.232-23	Assignment Of Claims	JAN 1986
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the

offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333415 (insert NAICS code).

(2) The small business size standard is 750 employees
(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone

small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.227-5001 PARTICIPATION OF FOREIGN NATIONALS IN USACE CONTRACTS

All contractor employees (U.S. Citizens and Non-U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, email) shall, at a minimum, be designated into an ADP-III position (non sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP – III position are favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751, Security Officer, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted to access AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NAC's and forward visit requests/results of NAC to the U.S. Army Engineer District, New England, 696 Virginia Road, Concord, MA 01742-2751 – Security Officer. For those contractors that do not have a Cage Code or Facility Security Clearance, the U.S. Army Engineer District, New England – Bldg 1, 696 Virginia Road, Concord, MA 01742-2751, Security Officer will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER-380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or grounds maintenance services.) The contractor shall submit to the U.S. Army Engineer District, New England, Contracting Division, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a U.S. Passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by INS which contains a photograph (INS Form I-688B).

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor

to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

WAGE DETERMINATION

94-2339 NH,STATEWIDE

WAGE DETERMINATION NO: 94-2339 REV (25) AREA: NH,STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2340

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 |

		Wage Determination No.: 1994-2339
William W. Gross	Division of	Revision No.: 25
Director	Wage Determinations	Date Of Revision: 05/23/2005

This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below:

ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham.

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.07
01012 - Accounting Clerk II	12.08
01013 - Accounting Clerk III	13.56
01014 - Accounting Clerk IV	15.16
01030 - Court Reporter	13.83
01050 - Dispatcher, Motor Vehicle	15.10
01060 - Document Preparation Clerk	12.34
01070 - Messenger (Courier)	10.27
01090 - Duplicating Machine Operator	11.61
01110 - Film/Tape Librarian	12.11
01115 - General Clerk I	9.80
01116 - General Clerk II	11.08
01117 - General Clerk III	12.34
01118 - General Clerk IV	13.84
01120 - Housing Referral Assistant	16.17
01131 - Key Entry Operator I	10.68
01132 - Key Entry Operator II	12.88
01191 - Order Clerk I	12.01
01192 - Order Clerk II	13.40
01261 - Personnel Assistant (Employment) I	11.05
01262 - Personnel Assistant (Employment) II	12.42
01263 - Personnel Assistant (Employment) III	13.89
01264 - Personnel Assistant (Employment) IV	16.21
01270 - Production Control Clerk	18.16
01290 - Rental Clerk	10.83
01300 - Scheduler, Maintenance	12.59
01311 - Secretary I	12.59
01312 - Secretary II	13.83
01313 - Secretary III	16.17
01314 - Secretary IV	18.44
01315 - Secretary V	20.43
01320 - Service Order Dispatcher	13.74
01341 - Stenographer I	11.27
01342 - Stenographer II	12.58
01400 - Supply Technician	18.44
01420 - Survey Worker (Interviewer)	11.90

01460 - Switchboard Operator-Receptionist	10.82
01510 - Test Examiner	13.83
01520 - Test Proctor	13.83
01531 - Travel Clerk I	11.76
01532 - Travel Clerk II	12.72
01533 - Travel Clerk III	13.71
01611 - Word Processor I	12.16
01612 - Word Processor II	13.66
01613 - Word Processor III	15.01
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.77
03041 - Computer Operator I	12.77
03042 - Computer Operator II	14.87
03043 - Computer Operator III	18.01
03044 - Computer Operator IV	20.00
03045 - Computer Operator V	22.15
03071 - Computer Programmer I (1)	17.51
03072 - Computer Programmer II (1)	19.72
03073 - Computer Programmer III (1)	26.97
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.77
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.63
05010 - Automotive Glass Installer	15.46
05040 - Automotive Worker	15.39
05070 - Electrician, Automotive	16.23
05100 - Mobile Equipment Servicer	13.73
05130 - Motor Equipment Metal Mechanic	17.07
05160 - Motor Equipment Metal Worker	15.39
05190 - Motor Vehicle Mechanic	16.77
05220 - Motor Vehicle Mechanic Helper	12.94
05250 - Motor Vehicle Upholstery Worker	14.56
05280 - Motor Vehicle Wrecker	15.39
05310 - Painter, Automotive	17.65
05340 - Radiator Repair Specialist	15.39
05370 - Tire Repairer	12.26
05400 - Transmission Repair Specialist	17.07
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.98
07010 - Baker	11.11
07041 - Cook I	9.53
07042 - Cook II	11.07
07070 - Dishwasher	7.78
07130 - Meat Cutter	14.55
07250 - Waiter/Waitress	7.54
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.02
09040 - Furniture Handler	11.63
09070 - Furniture Refinisher	16.50
09100 - Furniture Refinisher Helper	13.15

09110 - Furniture Repairer, Minor	14.81
09130 - Upholsterer	15.00
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.76
11060 - Elevator Operator	10.15
11090 - Gardener	12.68
11121 - House Keeping Aid I	9.30
11122 - House Keeping Aid II	10.15
11150 - Janitor	10.46
11210 - Laborer, Grounds Maintenance	11.67
11240 - Maid or Houseman	9.30
11270 - Pest Controller	14.63
11300 - Refuse Collector	12.14
11330 - Tractor Operator	11.99
11360 - Window Cleaner	11.18
12000 - Health Occupations	
12020 - Dental Assistant	14.89
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.38
12071 - Licensed Practical Nurse I	13.63
12072 - Licensed Practical Nurse II	15.29
12073 - Licensed Practical Nurse III	17.11
12100 - Medical Assistant	12.73
12130 - Medical Laboratory Technician	16.20
12160 - Medical Record Clerk	11.69
12190 - Medical Record Technician	14.04
12221 - Nursing Assistant I	9.23
12222 - Nursing Assistant II	10.37
12223 - Nursing Assistant III	11.32
12224 - Nursing Assistant IV	12.70
12250 - Pharmacy Technician	12.64
12280 - Phlebotomist	12.82
12311 - Registered Nurse I	19.18
12312 - Registered Nurse II	23.46
12313 - Registered Nurse II, Specialist	23.46
12314 - Registered Nurse III	28.38
12315 - Registered Nurse III, Anesthetist	28.38
12316 - Registered Nurse IV	34.02
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.94
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	19.62
13013 - Exhibits Specialist III	24.01
13041 - Illustrator I	14.22
13042 - Illustrator II	18.06
13043 - Illustrator III	21.95
13047 - Librarian	19.87
13050 - Library Technician	12.24
13071 - Photographer I	12.79
13072 - Photographer II	14.38
13073 - Photographer III	17.80
13074 - Photographer IV	21.79
13075 - Photographer V	26.36
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	

15010 - Assembler	9.14	
15030 - Counter Attendant	9.14	
15040 - Dry Cleaner	12.14	
15070 - Finisher, Flatwork, Machine	9.14	
15090 - Presser, Hand	9.14	
15100 - Presser, Machine, Drycleaning	9.14	
15130 - Presser, Machine, Shirts	9.14	
15160 - Presser, Machine, Wearing Apparel, Laundry	9.14	
15190 - Sewing Machine Operator	12.88	
15220 - Tailor	13.45	
15250 - Washer, Machine	10.16	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	16.97	
19040 - Tool and Die Maker	20.04	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	17.00	
21020 - Material Coordinator	18.40	
21030 - Material Expediter	18.40	
21040 - Material Handling Laborer	10.64	
21050 - Order Filler	10.59	
21071 - Forklift Operator	13.25	
21080 - Production Line Worker (Food Processing)	13.25	
21100 - Shipping/Receiving Clerk	12.81	
21130 - Shipping Packer	12.81	
21140 - Store Worker I	11.75	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.30	
21210 - Tools and Parts Attendant	13.25	
21400 - Warehouse Specialist	13.25	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	20.54	
23040 - Aircraft Mechanic Helper	14.72	
23050 - Aircraft Quality Control Inspector	21.35	
23060 - Aircraft Servicer	16.59	
23070 - Aircraft Worker	17.54	
23100 - Appliance Mechanic	18.35	
23120 - Bicycle Repairer	12.26	
23125 - Cable Splicer	23.18	
23130 - Carpenter, Maintenance	16.90	
23140 - Carpet Layer	17.49	
23160 - Electrician, Maintenance	18.80	
23181 - Electronics Technician, Maintenance I	16.19	
23182 - Electronics Technician, Maintenance II	19.03	
23183 - Electronics Technician, Maintenance III	22.63	
23260 - Fabric Worker	15.74	
23290 - Fire Alarm System Mechanic	17.36	
23310 - Fire Extinguisher Repairer	14.86	
23340 - Fuel Distribution System Mechanic	19.10	
23370 - General Maintenance Worker	15.14	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.16	
23430 - Heavy Equipment Mechanic	17.55	
23440 - Heavy Equipment Operator	17.71	
23460 - Instrument Mechanic	18.50	
23470 - Laborer	10.64	

23500 - Locksmith	16.69	
23530 - Machinery Maintenance Mechanic		19.50
23550 - Machinist, Maintenance	17.40	
23580 - Maintenance Trades Helper	11.96	
23640 - Millwright	19.24	
23700 - Office Appliance Repairer	17.59	
23740 - Painter, Aircraft	16.31	
23760 - Painter, Maintenance	15.00	
23790 - Pipefitter, Maintenance	18.93	
23800 - Plumber, Maintenance	17.34	
23820 - Pneudraulic Systems Mechanic	18.50	
23850 - Rigger	18.50	
23870 - Scale Mechanic	16.65	
23890 - Sheet-Metal Worker, Maintenance		17.06
23910 - Small Engine Mechanic	14.32	
23930 - Telecommunication Mechanic I	19.90	
23931 - Telecommunication Mechanic II	21.56	
23950 - Telephone Lineman	19.90	
23960 - Welder, Combination, Maintenance		18.44
23965 - Well Driller	17.21	
23970 - Woodcraft Worker	18.50	
23980 - Woodworker	12.69	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.75	
24580 - Child Care Center Clerk	10.91	
24600 - Chore Aid	8.75	
24630 - Homemaker	12.85	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	17.55	
25040 - Sewage Plant Operator	17.36	
25070 - Stationary Engineer	17.55	
25190 - Ventilation Equipment Tender	13.98	
25210 - Water Treatment Plant Operator	17.36	
27000 - Protective Service Occupations		
(not set) - Police Officer	20.49	
27004 - Alarm Monitor	14.25	
27006 - Corrections Officer	17.69	
27010 - Court Security Officer	18.18	
27040 - Detention Officer	17.69	
27070 - Firefighter	17.65	
27101 - Guard I	10.86	
27102 - Guard II	15.83	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	19.11	
28020 - Hatch Tender	19.11	
28030 - Line Handler	19.11	
28040 - Stevedore I	17.33	
28050 - Stevedore II	19.33	
29000 - Technical Occupations		
21150 - Graphic Artist	18.26	
29010 - Air Traffic Control Specialist, Center (2)		31.48
29011 - Air Traffic Control Specialist, Station (2)		21.71
29012 - Air Traffic Control Specialist, Terminal (2)		23.91

29023 - Archeological Technician I	16.95	
29024 - Archeological Technician II	18.96	
29025 - Archeological Technician III	23.50	
29030 - Cartographic Technician	22.35	
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.52	
29040 - Civil Engineering Technician	19.71	
29061 - Drafter I	14.08	
29062 - Drafter II	15.82	
29063 - Drafter III	18.96	
29064 - Drafter IV	23.50	
29081 - Engineering Technician I	12.73	
29082 - Engineering Technician II	14.28	
29083 - Engineering Technician III	19.94	
29084 - Engineering Technician IV	21.61	
29085 - Engineering Technician V	24.72	
29086 - Engineering Technician VI	29.92	
29090 - Environmental Technician	17.86	
29100 - Flight Simulator/Instructor (Pilot)	29.98	
29160 - Instructor	23.14	
29210 - Laboratory Technician	18.59	
29240 - Mathematical Technician	18.06	
29361 - Paralegal/Legal Assistant I	15.38	
29362 - Paralegal/Legal Assistant II	18.97	
29363 - Paralegal/Legal Assistant III	22.21	
29364 - Paralegal/Legal Assistant IV	28.07	
29390 - Photooptics Technician	19.95	
29480 - Technical Writer	27.29	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	20.75	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.68	
29622 - Weather Observer, Upper Air (3)	18.68	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	12.43	
31260 - Parking and Lot Attendant	9.44	
31290 - Shuttle Bus Driver	13.59	
31300 - Taxi Driver	11.16	
31361 - Truckdriver, Light Truck	14.03	
31362 - Truckdriver, Medium Truck	14.98	
31363 - Truckdriver, Heavy Truck	15.81	
31364 - Truckdriver, Tractor-Trailer	15.81	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	9.01	
99030 - Cashier	8.56	
99041 - Carnival Equipment Operator	10.06	
99042 - Carnival Equipment Repairer	10.64	
99043 - Carnival Worker	8.33	
99050 - Desk Clerk	9.71	
99095 - Embalmer	23.05	
99300 - Lifeguard	10.52	

99310 - Mortician	28.59	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.26
99500 - Recreation Specialist	12.12	
99510 - Recycling Worker	14.54	
99610 - Sales Clerk	11.24	
99620 - School Crossing Guard (Crosswalk Attendant)		9.93
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	15.91	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		14.47
99660 - Surveying Aide	9.68	
99690 - Swimming Pool Operator	14.30	
99720 - Vending Machine Attendant	12.00	
99730 - Vending Machine Repairer	14.15	
99740 - Vending Machine Repairer Helper	12.07	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.